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**IN THE
COURT OF APPEALS OF INDIANA**

LUIZ ALVES, Individually and on behalf of)
MASTERS ENTERTAINMENT GROUP,)
LLC,)
)
Appellant,)
)
vs.)
)
PAULO TEIXERIA,)
)
Appellee.)
)

No. 71A03-0610-CV-496

APPEAL FROM THE ST. JOSEPH SUPERIOR COURT
The Honorable Michael P. Scopelitis, Judge
Cause No. 71D07-0509-MI-78

August 10, 2007

MEMORANDUM DECISION - NOT FOR PUBLICATION

FRIEDLANDER, Judge

Luiz Alves appeals the trial court's confirmation of an arbitration award entered following Alves's business dispute with Paulo Teixeira. The sole restated issue for our review is: did the trial court err in confirming the arbitration award and refusing to vacate it.

We affirm.

Alves and Teixeira are the co-owners of Masters Entertainment Group (MEG), an Indiana limited liability corporation that operates bowling centers in Indiana. Pursuant to a 2002 operating agreement, Teixeira owns a majority interest in MEG and serves as its president, whereas Alves owns a minority interest and serves as the corporation's vice president. The operating agreement includes an arbitration clause requiring any dispute arising from the agreement to be settled by arbitration.

In the summer of 2005, a business dispute arose between Alves and Teixeira. As a result of this dispute, Teixeira terminated Alves's employment with MEG and invoked his right under the agreement to buy Alves's minority interest in the corporation. The dispute was eventually arbitrated. In June 2006, an arbitrator affirmed Alves's termination of employment.

In September 2006, Alves filed a motion to vacate the arbitration determination wherein he alleged that the arbitrator refused to consider financial information that Alves alleged was material to the dispute. The trial court held a hearing on Alves's motion, and subsequently denied the motion. Specifically, the court found as follows: "The arbitrator did not fail to consider financial matters. He simply did not conclude that anything, including the conduct of the party regarding the finances of the company constituted an

‘event of disassociation.’” *Appellant’s Appendix* at 4. The court further concluded there was no basis to vacate the arbitration determination. Alves appeals and argues that the trial court erred in denying his motion to vacate the arbitration determination.

At the outset, we note that Alves’s has waived appellate review of this issue because he has failed to support it with legal authority or reasoning. *See Davis v. State*, 835 N.E.2d 1102 (Ind. Ct. App. 2005) (party who fails to develop a legal argument or provide adequate citation to authority and portions of the record waives issue for appellate review), *trans. denied*; *see also* Ind. Appellate Rule 46(A)(8) (requiring that contentions in appellant’s brief be supported by cogent reasoning and citations to authorities, statutes, and the appendix or parts of the record on appeal).

Waiver notwithstanding, we find no error. Indiana’s Uniform Arbitration Act provides a mechanism for enforcing agreements to arbitrate and for securing judicial review and enforcement of awards made. *Fort Wayne Educ. Ass’n v. Fort Wayne Cmty. Sch.*, 753 N.E.2d 672 (Ind. Ct. App. 2001). Judicial review of an arbitration award is extremely narrow in scope. *Id.* An award will only be set aside when one of the following five grounds specified by the Uniform Arbitration Act for vacation of an award is shown:

- (1) The award was procured by corruption or fraud;
- (2) There was evident partiality by an arbitrator . . . or corruption in any of the arbitrators or misconduct in prejudicing the rights of any party;
- (3) The arbitrators exceeded their powers and the award cannot be corrected without affecting the merits of the decision upon the controversy submitted;

- (4) The arbitrators refused to postpone the hearing upon sufficient cause being shown therefore or refused to hear evidence material to the controversy . . . so as to prejudice substantially the rights of a party; or
- (5) There was no arbitration agreement and the issue was not adversely determined in proceedings under section 3 of this chapter . . . and the party did not participate in the arbitration hearing without raising the objection

Ind. Code Ann. 34-57-2-13 (West, PREMISE through Second Regular Session) (cited in *Fort Wayne Educ. Ass'n v. Fort Wayne Cmty. Sch.*, 753 N.E.2d 672).

A party who seeks to vacate an arbitration award under the Uniform Arbitration Act bears the burden of proving the grounds to set the award aside. *Fort Wayne Educ. Ass'n v. Fort Wayne Cmty. Sch.*, 753 N.E.2d 672. The role of the appellate court in reviewing an arbitration award is limited to determining whether the challenging party has established any of the grounds permitted by the Uniform Arbitration Act. *Id.*

Here, Alves has not alleged or proved any of the above grounds in support of his motion to vacate the arbitration award. Rather, Alves challenges the arbitrator's factual determinations as well as the arbitrator's alleged refusal to consider evidence. Alves's challenge to the arbitrator's factual determinations is inappropriate. *See Bopp v. Brames*, 677 N.E.2d 629 (Ind. Ct. App. 1997) (stating that a factual question determined in arbitration cannot be relitigated). Further, Alves's challenge to the arbitrator's alleged refusal to consider evidence is unfounded. We find no error.

Affirmed.

BAKER, C.J., and CRONE, J., concur.